

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**CITY OF BOSTON**

*And*

**BOSTON POLICE PATROLMEN'S  
ASSOCIATION, INC.**

July 1, 2002 – June 30, 2006

**AN INTEGRATED DOCUMENT**

*Prepared by:*

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THIS AGREEMENT is entered into by the City of Boston, (hereinafter the "City," or "the Municipal Employer") acting by and through its Mayor, and the Boston Police Patrolmen's Association, Incorporated, (hereinafter "Association," or "the Union,") pursuant to the provisions of Chapter 1078 of the Acts of 1973, as amended (General Laws Chapter 150E), and in accordance with the results of collective bargaining between the City and the Association, reflected by the provisions of the collective bargaining agreement between the City and the Association effective July 1, 1979, as amended by the Memorandum of Agreement effective July 1, 1981; by the Memorandum of Agreement effective July 1, 1982; by the Memorandum of Agreement effective July 1, 1984; by the Memorandum of Agreement effective July 1, 1987; by the Arvid Anderson Interest Arbitration Award effective July 1, 1993; by the Memorandum of Agreement effective July 1, 1996; by the Memorandum of Agreement effective July 1, 1998; by the Memorandum of Agreement effective July 1, 2001; and, by the Lawrence T. Holden Jr. Interest Arbitration Award effective July 22, 2004.

#### **WITNESSETH**

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve the public service through the creation of increased morale and efficiency;<sup>1</sup>

WHEREAS the parties intend and hereby do carry forward and preserve the terms and conditions contained in the agreement dated January 3, 1968, as modified and amended thereafter, in a single consolidated document without adding to, subtracting from, or changing such agreements in any way;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

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<sup>1</sup> The first three paragraphs of this section are derived from the City's draft of provisions of Anderson Award, and replaced earlier sections from the 1979-1981 document.

## **ARTICLE I**

### **PERSONS COVERED BY THIS AGREEMENT**

The City recognizes the Association as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all patrolmen, including policewomen in the service of the City.<sup>2</sup>

## **ARTICLE II**

### **NON-DISCRIMINATION**

The City and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age or membership or non-membership in the Association.

## **ARTICLE III**

### **PAYROLL DEDUCTION OF ASSOCIATION DUES**

#### **Section 1.**

In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, Association dues shall be deducted by the City weekly from the salary of each employee who executes and remits to the City a form of authorization for payroll deduction of Association dues. Remittance of the aggregate amount of dues deducted shall be made to the Association Treasurer within twenty-five (25) working days after the month in which dues are deducted. For the purpose of this Article, "dues" shall be deemed to include initiation fees and uniform assessment.

### **PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

#### **Section 2.**

(a) Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this Agreement shall be adequately represented by the Association in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Association, the exclusive bargaining agent for such employee, as an agency service fee,

the sum of four dollars (\$4.00)<sup>3</sup>, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Association certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

(b) The Association agrees to indemnify the City for damages which the City may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the City's compliance with paragraph (a) of this section, provided that any such sum of damages is limited to the amount deducted from and payable to the particular suitors (claimants) who are named party or parties plaintiff but to no other persons.

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<sup>2</sup> The term "patrolmen-detectives" has been deleted from this Article.

<sup>3</sup> From the 1981-1982 MOA.

## **ARTICLE IV**

### **EMPLOYEE RIGHTS AND REPRESENTATION**

#### **Section 1.**

Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the City and the Department, to members of the City Council of the City of Boston and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the City agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law.

Further, no representative, Department official, or agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Association; or
5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

#### **Section 2.**

The members of the Association Bargaining Committee, not to exceed five (5), shall be granted leave of absence without loss of pay or benefits for all meetings between the City and the Association for the purpose of negotiating the terms of a contract or supplements thereto. Association officers, shift representatives, and Bargaining Committee members, not to exceed five (5) in any instance, shall be granted

leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to attend all "standing committee" meetings with the City as provided in Article XIV, and may enter any premises of the Department at any reasonable time for such purposes provided they give notice of their presence immediately upon arrival to the person in charge. Such officers, shift representatives, and Bargaining Committee members who work with any night platoon shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this section.

**Section 3.**

Association officers and shift representatives shall be permitted to discuss official Association business with employees prior to on-duty roll call or following off-duty roll call.

**Section 4.**

The Association shall provide the Department and keep updated a list of its officers and Bargaining Committee members, and of all of its shift representatives.

**Section 5.**

Association officers, shift representatives, and Bargaining Committee members, up to a maximum total of five (5) in any one instance, shall be granted leave of absence, without pay but with no loss of benefits, if they so request to attend meetings of the City Council of the City of Boston, the General Court or other public body.

**Section 6.**

Association officers, representatives, and committee members shall not be transferred out of their unit, district, division or bureau, nor be reassigned nor detailed permanently from one platoon to another except upon their own request or in normal 42-day rotation of night men.<sup>4</sup>

**Section 6A. Stability of Association Representatives**

Notwithstanding any contrary provision of this Agreement, and in addition to the restrictions contained in Section 6,<sup>5</sup> Association officers and shift representatives who, during the life of this

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<sup>4</sup> The 1981-1982 MOA deleted a previous version of Section 6 and replaced it with the instant language.

<sup>5</sup> The introductory language appears in the 1979-1981 Agreement. Subsequent agreements have not addressed its deletion.

Agreement, become ex-officers or ex-shift representatives, shall not be involuntarily transferred for one (1) year after leaving office except for malfeasance or misconduct as charged by the Police Commissioner.

**Section 7.**

The City agrees to recognize shift representatives of the Association of not more than one for each shift at each unit, district, division or bureau, except as follows:

TRAFFIC DIVISION	two (2) on days, one (1) on nights
TACTICAL PATROL FORCE	three (3)
HEADQUARTERS	three (3)

**Section 8.**

Shift Representatives to the House of District Representatives shall be excused from reporting for and performing their tours of duty to attend all regular, and not more than three (3) special meetings per year of the House of District Representatives and the Executive Board of the Association without loss of pay or benefits.<sup>6</sup>

**ARTICLE V**

**MANAGEMENT RIGHTS**

Subject to this Agreement and applicable law, the City (and its Mayor and Police Commissioner) reserves and retains the regular and customary rights and prerogatives of municipal management.

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<sup>6</sup> The 1981-1982 MOA inserted Section 8.



## **ARTICLE V A<sup>7</sup>**

### **DISCIPLINE AND DISCHARGE**

#### **Section 1.**

No bargaining unit member who has completed his one-year probationary period shall be disciplined or discharged without just cause. The filing with the Civil Service Commission of a disciplinary or discharge appeal shall constitute an election of Civil Service as the exclusive procedure for resolving the dispute and the disciplinary matter shall not be the subject of grievance and arbitration.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 1. Definition**

The term "grievance" shall mean any dispute concerning the interpretation, application, or enforcement of this Agreement.

#### **Section 2.**

Grievances shall be processed as follows:

**Step 1.** The employee and/or the Association, with or without the presence of the aggrieved employee, shall present the grievance orally to the employee's immediate superior outside of the bargaining unit or to the officer in charge, if other than such superior, who shall attempt to adjust the grievance informally.

This first step may be omitted by mutual agreement.

**Step 2.** If the grievance is not resolved at Step 1 within forty-eight (48) hours, it shall be presented orally to the commanding officer of the employee's unit, district, division, or bureau, who shall attempt to adjust the grievance informally.

**Step 3.** If the grievance is not resolved at Step 2 within five (5) calendar days, the grievance shall be submitted in writing to the Police Commissioner. A meeting between the Commissioner and/or his designated representative(s) and the Grievance Committee of the Association, composed of not more than five (5) persons, shall be held within five (5) calendar days after referral to the Commissioner. If the

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<sup>7</sup> The 1993 Anderson Interest Arbitration awarded this just cause article. The present language comes from the City's proposed MOA.

grievance is not satisfactorily adjusted at this meeting, the Commissioner shall give his written explanatory answer within three (3) calendar days of the meeting.

Any grievance of a general nature affecting a large group of employees may at the option of the Association be filed at Step 3 of the grievance procedure.

**Step 4.** If the grievance is not resolved at Step 3 at the meeting held within five (5) calendar days after submission to the Commissioner, then, upon receipt of the written explanatory answer of the Commissioner, the grievance shall be submitted in writing to the City's Grievance Committee which may consist of (without limitation) the following officials: the Supervisor of Personnel, the Mayor's Labor Relations Representative, and/or a representative of the Corporation Counsel. A meeting between the City's Grievance Committee and the Association's Grievance Committee as aforesaid shall be held within five (5) calendar days after referral to the City's Grievance Committee. If the grievance is not satisfactorily adjusted at this meeting, the City's Grievance Committee shall give its answer or reasons within five (5) calendar days of the meeting.

**Step 5.** If the grievance is not resolved at Step 4 at the meeting held within five (5) calendar days after submission to the City's Grievance Committee, then, upon receipt of the City's Grievance Committee answer or reasons, the Association, and only the Association, may, in any instance, submit the grievance to expedited arbitration. Such submission must be made within the said thirty (30) calendar days, after the expiration of the five (5) calendar days provided for the City's Grievance Committee answer or reasons as referred to herein. Within the said thirty (30) calendar days written notice of said submission shall be given to the City by delivery in hand or by mail, postage prepaid, addressed to the attention of its Corporation Counsel. The arbitrator shall be selected in a manner mutually agreed upon by the parties from a rotating panel of not less than three (3) and not more than five (5) arbitrators selected by mutual agreement of the parties. The arbitrator shall hear the grievance within one (1) week from the date submitted to him or her and shall issue a decision within five (5) working days after the close of the hearing. Neither party shall file post-hearing briefs.<sup>8</sup>

### **Section 3.**

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<sup>8</sup> The 1981-1982 MOA deleted a prior version of Steps 1, 2 and 3 and replaced them with the instant language.

Written submissions of grievances at Step 3 and Step 4 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Association filing the grievances. If a grievance is adjusted at Step 3 or Step 4 of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the respective City representative(s), as the case may be, and the Association representatives reaching the adjustment. If the City exceeds any time limit prescribed at any step in the grievance procedure, the aggrieved employee and/or the Association may invoke the next step of the procedure. The Association shall have the right to have a representative present at any grievance hearing and shall be given adequate notice of all grievance hearings.

**Section 4.**

Grievances shall be filed at Step 1 within thirty (30) calendar days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based. Grievances not appealed to any next step within fifteen (15) calendar days after presentation at each step, or to arbitration within forty (40) calendar days after presentation at Step 4, shall be deemed settled. All time limits may be shortened or extended by mutual agreement.

**Section 5.**

The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article V of this Agreement.

**ARTICLE VII**

**NO-STRIKE CLAUSE**

**Section 1.**

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

**Section 2.**

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

**Section 3.**

In consideration of the performance by the Association of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any monetary damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings under Civil Service law and rules.

**ARTICLE VIII**

**STABILITY OF AGREEMENT**

**Section 1.**

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2.**

The failure of the City or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or of the Association to future performance of any such term or provision, and the obligations of the Association and the City to such future performance shall continue in full force and effect.

## **ARTICLE IX**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1. Scheduled Tours of Duty or Work Shifts<sup>9</sup>**

Except for those officers assigned to the drug control unit including drug control officers detailed to the districts, employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting time and quitting time. Work schedules shall be posted on all Department bulletin boards at all times and copies shall be given to the Association.

The Department shall give seventy-two (72) hours notice prior to changing the shift of a squad(s) of those officers assigned to the drug control unit including drug control officers detailed to the districts. The Department may change the shifts of such officers no more than five tours per calendar month. The Department shall not alter the shifts of such officers in order to avoid the court time provisions of this agreement. Such officers shall receive two hours of pay at the overtime rate for each such shift that the officer works outside his/her regular shift. Moreover, where the Department alters the shift of a squad of such officers under this section, the Department agrees to make an eight hour overtime shift available to one officer in that area pursuant to the "low man" approach and practice (not a drug control officer).

On or after July 1, 1988, the Department may implement the following tours of duty and hours of work to be staffed according to the seniority clause of the Agreement.

- (a) 11:45 P.M. to 7:30 A.M.
- (b) 12:45 A.M. to 8:30 A.M.
- (c) 7:30 A.M. to 4:00 P.M.
- (d) 8:30 A.M. to 5:00 P.M.
- (e) 4:00 P.M. to 11:45 P.M.
- (f) 5:00 P.M. to 12:45 A.M.
- (g) 5:30 P.M. to 1:00 A.M.

#### **CANINE UNIT**

Day shift or tour  
11:00 A.M. to 6:00 P.M.  
Night shift or tour  
6:00 P.M. to 12 midnight  
12 midnight to 6:00 A.M.

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<sup>9</sup> The 1987-1990 MOA deleted a previous version of Section 1 and replaced it with the instant language.

If the Department implements the aforementioned shifts, all existing shifts, at the time of implementation, are eliminated and the new shifts shall be staffed by strict seniority. The existing "Four and Two Work Schedule" shall remain in full force and effect.

Except for the potential changes of shifts of officers assigned to the drug control unit including drug control officers detailed to the districts, the City agrees to bargain collectively with the Association concerning any proposed change in any tour of duty or shift specified or referred to by this section. In equal right, the Association agrees to bargain collectively with the City concerning any proposed change in any tour of duty or shift specified or referred to by this section.

**Section 1a. Day-Off or Squad Schedules and Lunch Hours**

(i) All current day-off or squad schedules in force and effect for employees as of March 3, 1971, as established under Special Order dated September 10, 1970 (4 and 2 work schedule), shall continue in force and effect during the term of this Agreement, provided, that day-off or squad schedules may be changed from time to time by mutual agreement between the Police Commissioner and the Association.

(ii) All day shifts or tours shall include a half-hour paid lunch period for all bargaining unit employees. During their paid lunch period, officers will remain on call in accordance with the existing "Code 10" directive dated September 18, 1979.

Compensation for each half-hour lunch period shall be calculated at a straight time rate [(regular weekly compensation ÷ 40) x .5] except when a lunch period occurs during an overtime shift or tour in which case the overtime rate will apply.

Such compensation shall be included in the employee's regular weekly pay for the purposes of computing sick pay, injured pay, holiday pay, and vacation pay and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

**Section 1(b). Shift Selection Based Upon Seniority<sup>10</sup>**

**Subsection 1.<sup>11</sup>** Commencing on July 1, 1988, the Department and the Union agree that all police officers who have completed their probationary period shall be assigned to all permanent shift vacancies on the basis of strict seniority, as these terms are defined below. The Police Commissioner

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<sup>10</sup> Section 1(b) was inserted by the 1987-1990 MOA.

<sup>11</sup> Section 1 was amended by the 1996-2002 MOA.

reserves the right to determine the personnel requirement to be assigned to any particular shift and nothing in this Article shall be construed to limit the Commissioner's authority to determine numerical requirements within a district or bureau.

**Subsection 2.** A "shift vacancy" is defined as a personnel requirement that the Department intends to fill. Such vacancies may be created by, but are not limited to, the removal from service of a police officer due to the resignation, retirement, or death of a police officer, the permanent promotion of a police officer to another bargaining unit, or the permanent assignment of a police officer to another station, providing the Department intends to fill the vacancy. This section shall not be interpreted to limit the Commissioner's ability to determine the numerical personnel requirement of any shift. Not included within the definition of permanent vacancy is a vacancy caused by the assignment of a police officer to the Medically Incapacitated Section, by the designation of the police officer as sick or "injured on," by the provisional promotion of a police officer to a higher rank, or similar temporary absences, or by the designation/assignment of police officers in the position of community service officer (CSO) and/or youth service officer (YSO) where the Department has a special need to so designate such officer(s). As a result, officers so designated/assigned shall not be subject to the posting and bidding requirements of this Section.<sup>12</sup>

"Police Officer" as used herein does not include officers serving their probationary period.

**Subsection 3.** Seniority as described in this Article shall apply only to shift selection within a station and shall not apply to assignments between stations, units, districts, divisions or bureaus.

**Subsection 4.** Police Officers assigned to the Medically Incapacitated Section shall not exercise seniority rights pursuant to this Article.

**Subsection 5.** For purpose of this Article only, seniority shall be defined as the employee's length of service in the Department, as determined by the date of their permanent appointment as a police officer. If two or more employees possess the same date of permanent appointment, seniority shall be determined by the date of first employment with the Department. If two or more employees possess the same date of first employment with the Department, seniority shall be determined by date of first continuous and uninterrupted employment by the City of Boston. If two or more employees shall possess the same date of

continuous and uninterrupted employment by the City of Boston, seniority shall be determined by the date of application for the position of police officer with the Personnel Administrator for the Commonwealth.

Time devoted to authorized military or maternity leave of absence from the Department shall be included in the calculation of seniority. Any disciplinary suspension from service of more than five (5) days shall be deducted from the seniority date. Employees returning to duty following duty-related disability retirement, other authorized leaves of absence, or following a voluntary resignation, shall retain their original seniority date, minus time spent out of service.

The Department shall maintain a seniority list in all stations, districts or bureaus and shall provide a copy to the Union every six months.

**Subsection 6.** When the Department determines that a shift vacancy exists in a station, notice of such vacancy shall be posted for ten (10) days and read at all roll calls in such station for a period of three (3) calendar days. It shall be the obligation of the police officer desiring the vacant position to indicate in writing his or her desire to fill that vacancy no later than ten (10) days from the date the Department first announced the vacancy. At the expiration of the ten (10) day period referred to in the preceding sentence, the Department shall fill the shift vacancy on a seniority basis in accordance with this section. A police officer scheduled to go on vacation shall complete an approved form prior to departing on vacation in which the police officer shall indicate his or her desire to be considered for a shift vacancy which may arise.

Seniority shall not apply to the acquisition of specialty ratings. When the Department implements the fixed shift concept set forth in ARTICLE IX (Hours of Work), all shifts will be staffed in accordance with this section.

Medical Hardship cases are the only exception to seniority requirements and may be permitted for a limited period of time upon agreement of the commanding officer and the shift representatives of the station involved.

Employees shall have the right and option to pick their shift by seniority, with preference given to employees in the order of their seniority. A seniority pick shall be made once in each fiscal year after July 1, 1988. On or before March 1, 1988 the initial seniority pick shall be made to be effective July 1, 1988. Each seniority pick after July 1, 1988 shall remain in force for a one (1)-year period. At the end of such one

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<sup>12</sup> This sentence was inserted by the 1996-2002 MOA and replaced an earlier provision.



(1)-year period and at the end of every consecutive one (1)-year period thereafter, there shall be a new pick. When a shift opening becomes available because of a transfer or leave of absence, retirement, death, resignation, or because of a newly authorized or created position(s), or for any other reason, it shall be posted for fifteen (15) calendar days thereafter, and a seniority pick in accordance with the above provision terms of bidding for the shift opening shall thereafter be made, notwithstanding the provisions aforementioned that seniority picks shall be made on a yearly basis after July 1, 1988. The Commissioner shall assign employees to shifts in accordance with such pick within ten (10) days after the pick is completed. All employees shall be required to make their pick within ten (10) days of notice therefor. All picks shall be made within one (1) month after first posting of the pick. Employees not electing to exercise their seniority rights to fill a shift opening or to make a seniority pick shall maintain their then shift assignment and their seniority rights vis-a-vis other employees in the event of other shift openings or to make a seniority pick. When an employee is transferred from one station or unit to another, the employee may not exercise station shift seniority rights until a shift vacancy occurs after said transfer. For the purposes of this Section, shift seniority shall flow from night shift to day shift. Because of the fixed seniority staffing concept, there shall be no rotating early and late shifts.

Effective to begin in December 1998, the annual shift pick shall be conducted so as to become effective January 1<sup>st</sup>. The open period for the annual shift pick shall run from December 1<sup>st</sup> through December 15<sup>th</sup> each year, at which time the bidding shall be closed and the final roster(s) posted.<sup>13</sup>

## **Section 2. Scheduling of Overtime**

In emergencies or as the needs of the service require, employees may be required to perform overtime work, provided that employees regularly scheduled for a day off or a vacation day will be the last to be called for mandatory overtime on scheduled events. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis, in the same manner as set forth in ARTICLE XII **the article entitled Paying Police Details** hereof. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday (such as a late ambulance run, etc.) shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a

voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. The Department will seek to avoid assigning overtime (as contrasted with voluntary overtime) to employees working a "short day," so called, on days off, or working with night platoons who are required to attend court, etc. (see ARTICLE X article **entitled Court Time**), between their tours of duty or on days off, so that such employees may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

### **Section 3. Overtime Service**

All assigned, authorized or approved service outside or out of turn of an employee's regular scheduled tour of duty (other than paying police details), including service on an employee's scheduled day off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty, including the assigned, authorized or approved service of patrolmen-detectives or plainclothesmen, and including court time as set forth in ARTICLE X **the article entitled Court Time**, shall be deemed overtime service subject to the following rules:

- A. If duty requires an employee to work beyond his normal quitting time of his scheduled tour of duty:
  - (1) The first fifteen (15) minutes of such service shall not be deemed overtime service. The City agrees that this provision will not be used as a basis of discrimination against or punishment of individual employees.
  - (2) If an employee works more than fifteen (15) minutes but thirty (30) minutes or less of such service, he shall be deemed to have performed one-half hour of overtime service.
  - (3) If an employee works more than thirty (30) minutes of such service, such overtime service shall be rounded off (and paid for) to the next quarter hour.

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<sup>13</sup> This paragraph was inserted pursuant to the 1996-2002 MOA.

- B. If any employee who has left his place of employment or last duty assignment after having completed work on his regular tour of duty is recalled to his unit, district, division, or bureau, or to any other place, and he reports thereat, or if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay. It is understood that the four-hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports into his normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.
- C. Overtime service shall not include:
- (1) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Department and the employee;
  - (2) Swapped tours of duty between individual employees by their mutual agreement (subject to District approval);
  - (3) A change in the schedule of an employee who is shifted from one platoon to another platoon or from one shift (tour) to another shift (tour) for a period of fourteen (14) or more consecutive calendar days, or a change in the schedule of an employee who is shifted from one platoon to another platoon or from one shift (tour) to another shift (tour) for a period of less than fourteen (14) consecutive calendar days if for the purpose of (a) in-service training or courses, (b) bringing prisoners back into the City's jurisdiction, or (c) appearance at hearing(s) before Police Commissioner as a defendant on charges pursuant to Chapter 31, Section 43 of the General Laws;
  - (4) An out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty for the purpose of appearance at hearing(s) before the Police Commissioner as a defendant on charges pursuant to Chapter 31, Section 43 of the General Laws.

- D. Except for the potential changes of the shifts of officers assigned to the drug control unit including drug control officers detailed to the districts, the scheduled tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article.<sup>14</sup>
- E. The parties agree that in those situations where an officer, so authorized, (1) attends a training program or similar seminar or conference, (2) engages in the transport of prisoner(s), or (3) serves as an out-of-state on in-state witness, which the Department determines shall result in an overnight stay for the officer, such officer shall be compensated with his/her regular pay plus eight hours at the overtime rate for each day of service except that where an overnight stay causes the officer to remain away on the officer's day off, sixteen hours of pay at an overtime rate shall be paid. Members of the bomb squad shall not receive any overtime pay where attending a training program or similar seminar or conference results in an overnight stay.<sup>15</sup>

#### **Section 4. Method of Compensation for Overtime Service**

A. An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time-and-one-half his straight-time hourly rate for each hour of overtime service. The straight-time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation.

B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

C. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

D. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate for each hour of such service in lieu of the time-and-one-half rate specified in Paragraph A of this section (but not in lieu of holiday pay). An employee who is called in for overtime service during his vacation shall receive, in addition to the overtime

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<sup>14</sup> The 1996-2002 MOA deleted a prior version of Subsection D and replaced it with the instant section.

<sup>15</sup> Subsection E was inserted by the 1996-2002 MOA.

compensation otherwise provided under Paragraph A of this Section, a compensatory day off for each such day of vacation on which he performs overtime service.

**Section 5.**

In the event that, during a situation of an emergency nature, two 12-hour tours of duty are put into effect, all service in excess of eight hours on any such tour shall be deemed overtime service.

**Section 6.**

Overtime, court time and holiday pay, shall be paid within (30) days from the date earned. The City agrees to pay interest on an annual rate of twelve percent (12%) for any amount owed and not paid within such thirty (30) day period.<sup>16</sup> The City agrees to pay interest at an annual rate of twelve percent (12%) for any paid detail amount owed and not paid within a twenty-eight (28) day period.<sup>17</sup>

**ARTICLE X**

**COURT TIME**

**Section 1.**

An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of the Commonwealth or the City, or in response to a lawful subpoena served by a private litigant in a criminal or other case (must be job related) pending in any district court, including the municipal court of the City of Boston, any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty for the government of the United States, the Commonwealth or the City in a criminal or other case pending in a federal district court, or before a grand jury proceeding, or a United States Commissioner, or in conference with a United States Attorney or Assistant United States Attorney, or at any pre-trial conference or any other related hearing or

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<sup>16</sup> The 1987-1990 MOA replaced an earlier version of Section 6 which had been inserted by the 1981-1982 MOA.

proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than (4) hours<sup>18</sup> such pay on an overtime service basis, provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance on such day to the time of last such attendance on such day; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions of this Agreement.

## **Section 2.**

An employee performing court-time duty after completing a last-half tour and scheduled to report for his next regular tour of duty at 4:30 P.M. on the same day may at his option report for work at 6:30 P.M. and work until the end of his scheduled tour of duty, provided he has notified his district, division, unit, or bureau to such effect prior to 2:00 P.M. on such day.

## **Section 3.**

An employee who is scheduled to be off duty and who is required by the Department to make a delivery of drugs to, or a pickup of drugs from the Food and Drug Administration for use in court as evidence, shall receive two (2) hours' pay on an overtime service basis for each such delivery or pickup, in addition to pay for court time otherwise provided under this Article.

# **ARTICLE XI**

## **HOLIDAYS**

### **Section 1.**

The following days shall be considered holidays for the purposes enumerated below:

New Years Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Washington's Birthday	Columbus Day
Evacuation Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	

or the following Monday, if any day aforesaid falls on Sunday.

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<sup>17</sup> This sentence was inserted by the 1996-2002 MOA.

<sup>18</sup> The four (4) hour minimum pay for court time was inserted by the 1984-1987 MOA and became effective on January 1, 1987.

For the purpose of this Article, the "holiday" is the twenty-four (24) hour period commencing at 8:00 A.M. of each day listed in this Section.

## **Section 2.**

When any of the aforementioned holidays falls on an employee's scheduled workday or on an employee's scheduled day off or during his vacation or during any period of an employee's paid injured leave not exceeding twenty-four (24) consecutive months, he shall receive, for each such holiday, in addition to his regular weekly compensation, an additional day's pay, computed as one-fourth of his regular weekly compensation. Holiday pay shall be computed as one-fourth (1/4) of regular weekly compensation. Such Holiday Pay shall be considered part of regular weekly compensation for purposes of sick leave, injured leave, vacation and other authorized leave compensation and for pension contribution computation.<sup>19</sup>

## **Section 3.**

Notwithstanding anything in the preceding Section to the contrary, if an employee is absent on account of illness (other than paid injured leave) on a holiday which is his scheduled workday, or if an employee is absent on account of illness both on his scheduled tour of duty immediately prior to and on his scheduled tour of duty immediately subsequent to a holiday which falls on a scheduled day off, or if an employee is granted permission to take an unscheduled day off on a holiday which is his scheduled workday, such employee shall receive his regular weekly compensation for the week in which such holiday falls but shall not receive additional compensation for such holiday.

# **ARTICLE XII**

## **PAYING POLICE DETAILS**

### **Definition:**

A paid detail is a police service performed by a full-time sworn Boston Police Officer during his off-duty time which is paid for by the person or persons making the request for such service and which is related in any way to the performance of police duties such as, but not limited to, security or traffic control, whether performed in uniform or in plainclothes.

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<sup>19</sup> The 1982-1984 MOA inserted the final two sentences in this section.

The following procedure will be adhered to in the assignment and recording of all paying police details.

(a) All employees will signify in writing from time to time their desire to accept or not to accept paying police details and a current file on this subject will be maintained in each unit, district, division and bureau. The exchanging of paying details or the use of substitutes between employees is permitted providing it is done in accordance with existing procedure.

(b) All assignments to paying police details shall be made in accordance with the existing procedure. Employees shall be given the maximum possible advance notice of paying detail assignments. Any employee who refuses a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for purposes of detail assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such employee.

(c) The recording and posting of paid details shall be done in accordance with the existing procedure. Details shall be posted on detail distribution forms acceptable to the parties hereto, which forms shall set forth the employee's name, details worked, name of person, firm, corporation or entity serviced, number of hours worked, and compensation received per detail, detail refusals, and applicable dates.

(d) Any employee who performs a paying detail not officially assigned by such superior officer and recorded and reported as required by this Agreement will not be protected by the provisions of G.L. (Ter. Ed.) c. 41, s. 100, as amended.

(e) Any employee who knowingly performs a paying detail not officially fully recorded and reported on such forms within twenty-four (24) hours after performance may be subject to Department disciplinary action. The assignment of such a detail may, at the Association's option, constitute a grievance under this Agreement.

(f) An employee's claim that he has not received his/her fair share of details pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The Association's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.



(g) Detail distribution forms shall be official records of the Department and shall be made available to the Association for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.

(h) No paying detail assignments shall be made until the person, firm, corporation, or entity requesting or required to have such details has agreed to pay the following rates of pay per employee, namely:

(1) Effective July 22, 2004,<sup>20</sup> the following paid detail rates shall be in force and effect:

- |                    |                                 |
|--------------------|---------------------------------|
| A. Outside Details | \$30.00 per hour.               |
| B. Inside Details  | \$27.00 per hour. <sup>21</sup> |

All paid details shall be for a four (4) hour minimum and paid hour for hour to six (6) hours. Details that exceed six (6) hours shall be paid as eight (8) hours to the 8<sup>th</sup> Hour. Time worked beyond eight (8) hours shall be paid at the straight time rate. With respect to outside construction details only, any time worked beyond four (4) hours up to the 8<sup>th</sup> hour shall be paid as eight (8) hours. Time in excess of eight (8) hours shall be paid at the straight time detail rate.

(2) Effective with the signing of this Agreement, the Police Commissioner agrees to restore Paying Police Details in licensed premises under such conditions as the Police Commissioner may determine.

(3) The parties hereto shall meet at an early date subsequent to the execution of the Agreement to negotiate an equitable procedure for the distribution of paid details and other matters relating to the paid detail system. The Association and the Police Commissioner hereto may, by mutual agreement, from time to time revise upward said hourly rate and the minimum of guaranteed hours per detail aforementioned, and establish premium rates of pay for certain details.

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<sup>20</sup> Inserted by the Holden Interest Arbitration Award dated July 22, 2004. The Award specifically states that there shall be no retroactivity on detail rate increases prior to the effective date of the Award (July 22, 2004).

<sup>21</sup> The paid detail rates established by the 1979-1981 Agreement were subsequently amended by the 1981-1982 MOA. Under the 1981-1982 MOA, inside details were paid at a rate of \$15.00 per hour and outside details were paid at \$16.00 per hour. The 1982-1984 MOA changed the rates to \$16.00 and 17.00 per hour respectively. The 1984-1987 MOA changed the rates to \$17.00 and \$18.00 per hour. The 1987-1990 MOA increased the detail pay to \$23.00 for outside details and \$20.00 for inside details. The 1996-2002 MOA increased the rates to \$26.00 and \$23.00 respectively. The Holden Interest Arbitration Award dated July 22, 2004 increased the rates to \$30.00 and \$27.00 respectively.

(4) The City agrees to assign one additional officer to the paid detail section on the 4:00 P.M. to Midnight shift.

(5) The parties agree to discuss the issues of details, including the centralization of the detail system, during the life of this Agreement.<sup>22</sup>

(i) Police cadets and reserve police officers shall not be entitled to receive extra paying details.

(j) Upon execution of this Agreement, the City agrees to enforce any existing City ordinances with respect to the use of Boston Police Officers on paid details. Failure of a vendor to comply with the aforementioned ordinances either at the licensing state or compliance stage will not result in liability to the City if it has made a good-faith effort to require such compliance.

(k) The City of Boston and the Department herein agree to create a Paid Detail Fund pursuant to the provisions of G.L. c. 44, section 35C. Said Paid Detail Fund shall be created and in operation no later than October 1, 1984.

Employees performing a lawful paid detail shall be compensated for that paid detail out of the Paid Detail Fund no later than twenty-one (21)<sup>23</sup> working days after the employee has performed the paid detail provided said employee has submitted a paid detail card to the Paid Detail Fund stating that the employee in fact performed the detail for which payment is requested.<sup>24</sup>

(l) Notwithstanding any other provision of this Agreement to the contrary, for Paid Detail purposes only, Division F shall be deemed to consist of (a) members of the bargaining unit assigned to Division F, (b) members of the bargaining unit assigned to Police Headquarters, and (c) members of the bargaining unit assigned to Team Police.

All excess paid detail opportunities from other Areas or Divisions will be forwarded to Division F for distribution. In the event these paid detail opportunities are not filled by Division F, the opportunities will then be forwarded to the Paid Detail Service for distribution.<sup>25</sup>

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<sup>22</sup> This section was inserted pursuant to the 1993 Anderson Award. The language erroneously identifies the section as "Section 6".

<sup>23</sup> The 1996-2002 MOA changed the period from fourteen to twenty-one days.

<sup>24</sup> Section (k) was inserted by the 1982-1984 MOA. The twenty-one (21) working days period was inserted by the 1996-2002 MOA and replaced the earlier fourteen (14) day period.

<sup>25</sup> Section (l) was inserted by the 1984-1987 MOA.

(m) The parties agree to discuss the issue of details, including the centralization of the detail system, during the life of this Agreement.<sup>26</sup>

### **ARTICLE XIII**

#### **FITNESS TO RETURN TO WORK AFTER SERVICE-CONNECTED SICKNESS INJURY OR DISABILITY**

##### **Section 1.**<sup>27</sup>

An employee absent from duty on account of sickness, injury or disability incurred in the performance of his duty, without fault on his part, shall be entitled to examination and treatment by a physician of his own choice. His physician shall be afforded full opportunity to consult with the City's Police Department physician prior to any determination by such City physician as to the employee's fitness to resume full or partial police duty. If partial police duty is in question, the Police Commissioner shall specify the particular partial policy duty to be performed. If the employee's physician and such City physician disagree as to such "fitness," they shall thereupon jointly designate a physician agreeable to both, who at the City's expense, shall examine the employee and render an advisory written medical opinion as to the employee's fitness to return to duty, copies of which shall be transmitted by him to both the City's physician and the employee's physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list of panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, upon which event such physician, at the City's expense, shall so examine the employee and render his opinion as aforesaid. Pending receipt of such advisory opinion and action of the City physician thereupon, the City shall not require the employee to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence. It is understood that "sickness" as used herein means sickness incurred in the line of duty resulting in paid injured leave and does not include sickness not incurred in the line of duty which may result in sick leave.

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<sup>26</sup> This provision was inserted by the 1993 Anderson Award, with language provided by the City in its unsigned MOA.

<sup>27</sup> The 1987-1990 MOA deleted a prior version of Section 1 and replaced it with the instant section.

If an employee is ordered to perform partial duty under this Section, said duty shall be performed at the work location to which the employee was assigned at the time of the injury. However, while there are more than two (2) officers on a shift in a district/unit who are occupying partial duty positions pursuant to this Section, the Department may have the chronologically third (3<sup>rd</sup>) or subsequent officer(s) on the shift in the district/unit perform his/her duty at any work location determined by the Department. Any employee performing partial duty under this Section at a work location other than the district/unit to which they are assigned at the time of their injury shall remain on the paid detail list of their original district/unit. The Union representative shall not count towards the two (2) officer limit and shall not be assigned outside his/her shift and district/unit. Upon return to full duty, the employee shall return forthwith to the work location and shift to which he/she was assigned at the time of the injury. Employees retain herein all rights under Article VI and Article XIII of this Agreement. Forty-five (45) working days after an employee commences partial duty, the employee may be assigned to partial duty at Police Headquarters or other location.<sup>28</sup>

Subject to the approval of the City physician, an employee on less than full duty as defined in this Section may be eligible to perform paid details.

**Section 2.**<sup>29</sup>

It is understood and agreed by the parties hereto that, when an officer is injured or disabled while on duty, the injured or disabled officer shall be carried "injured on" from the date the City receives notification of said injury or disability until such time as the contrary be shown by the Department at a hearing called for that purpose and supported by competent evidence and sustained by an arbitrator pursuant to Article VI, Step 5 of the collective bargaining Agreement. The Association agrees to reimburse the City for any and all funds paid wrongfully to any officer under an "injured on" status. The parties agree to immediately arrange an expedited arbitration process for grievances filed under this Section. In the event the officer and/or the Association declines arbitration under this Article, the Department may place the employee on "sick leave status."

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<sup>28</sup> This paragraph was inserted by the 1996-2002 MOA and replaced a previous version.

<sup>29</sup> Section 2 was inserted pursuant to the 1981-1982 MOA.

### **Section 3.**

The requirement that injured/sick officers remain at home unless permitted to go elsewhere by the Police Commissioner is abolished upon ratification of this Agreement. The Police Commissioner shall immediately rescind all rules and regulations with respect to the foregoing requirement.

## **ARTICLE XIII A**

### **REDEMPTION OF SICK LEAVE**

#### **Section 1. Annual Redemption**

An employee who has used fewer than five (5) sick days in the twelve-month period ending June 30th of any year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:<sup>30</sup>

<u>Annual Sick Days</u>	<u>Sick Days Used</u>	<u>Redemption</u>
15	0	10
14	1	8
13	2	7
12	3	5
11	4	3
10	5	0

The per diem will be the patrolmen's rate on June 30th but will not exceed the per diem rate for the rank of patrolman as specified in Column 3 of the Salary Schedule in force on June 30th.

During July, the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick days will be accumulated in the normal manner.

#### **Section 2.**

Effective upon execution of the agreement, the City shall increase the cash reimbursement percentage upon retirement to forty percent (40%). The current two hundred (200) day cap shall continue to apply to all members.<sup>31</sup>

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<sup>30</sup> The schedule was inserted by the 1981-1982 MOA and replaced an earlier version.

**Section 3.**<sup>32</sup>

Sick leave buy back or redemption payments shall be paid to the employee no later than December 1 of each year.

**ARTICLE XIV**

**LABOR MANAGEMENT COMMITTEE**

**Section 1.**

The City and the Association shall jointly maintain and support a Labor-Management Committee. The Committee shall consist of not more than ten (10) members who shall serve for the term of this Agreement. The Association shall designate five (5) members and the Police Commissioner shall designate (5) members, at least one of whom shall be at the rank of Deputy Superintendent or above. Vacancies for designated members shall be filled respectively by the Association and the Police Commissioner for the balance of the term to be served. Each party may designate alternates. At each meeting, the Committee shall select a chairman from among its members. The selection shall be made alternately from the group of members designated by the Police Commissioner and the group of members designated by the Association. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet monthly on the second Wednesday of each month or on any other day mutually agreeable. Each party shall provide to the other party, at least one week in advance of the meeting, a written agenda of matters to be discussed.

**Section 2.**

The Committee shall make its recommendations to the Police Commissioner in writing and the members designated by each party shall state their position(s) in writing. The Police Commissioner shall give his answers to the recommendation and/or statement of position of the Committee or its members in writing. If such recommendation and/or statement of position is received by the Police Commissioner on or before the tenth calendar day following any such meeting, his written answer shall be given at the next scheduled meeting. In the event that any such recommendation and/or statement of position is received by the Commissioner after the tenth calendar day following any such meeting, his written answer shall be given

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<sup>31</sup> The 1981-1982 increased the buyback percentage from ten percent (10%) to fifteen percent (15%) The 1996-2002 MOA increased the percentage to forty percent (40%)..

on or before the next scheduled meeting following his receipt of such recommendation and/or statement of position.

**Section 3.**

The function and role of the Labor-Management Committee shall extend to the following:

A. Matters concerning the administration or interpretation of this Agreement or any supplement or amendment thereto;

B. Department projects, programs, personnel policies and practices which may affect or bear upon wages, hours, or conditions of employment of employees covered by this Agreement, including matters not subject to the grievance and arbitration procedure.

The parties shall freely exchange information to facilitate the function and role of the Labor-Management Committee.

**Section 4.**

The provisions of this Article shall not preclude the establishment of other mutual agreement, nor in any way or manner limit or derogate from the function and purpose of the Association's Grievance Committee established pursuant to Article VI of this Agreement.

**Section 5.**

The Chairman of the Association and the Police Commissioner shall meet once a month to discuss matters of mutual interest.

**ARTICLE XV**

**OTHER LEAVES OF ABSENCE**

**Section 1.**

Subject to the operating needs of each unit, district, division, or bureau, determined by the superior officer in charge, leave of absence without loss of pay will be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other

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<sup>32</sup> Section 3 was inserted pursuant to the 1987-1990 MOA.

than dishonorable circumstance while serving in the armed services of the United States in time of war or insurrection;

(b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws, as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(c) Inoculation required by the City;

(d) Red Cross blood donations authorized by the Department;

(e) Promotional examinations conducted under Civil Service law and rules for promotion to pay position in the service of the Department;

(f) Medical examinations for retirement purposes;

(g) Attendance at educational programs required or authorized by the City.

## **Section 2. Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however that such leave shall not exceed (17) calendar days.

## **Section 3. Death in the Immediate Family**

(a) Effective upon execution of this Agreement, five days' leave of absence, with pay, will be allowed an employee in the case of the death of his spouse, or anybody in either of the following relationships to the employee or the employee's spouse: father, mother, brother, sister, child, grandchild, daughter-in-law, son-in-law, or grandparents. These leaves shall begin at the morning roll call following receipt of notice of death, and employees affected shall be excused from tours of duty intervening between receipt of notice of death and the morning roll call. Sufficient time to attend the funeral of other near relatives may be allowed without loss of pay with an extension of such time in any particular case at the discretion of the Police Commissioner.

If an employee entitled to leave without loss of pay under this Section requires additional leave for such purposes, leave for such purpose shall be deducted from sick leave.



#### **Section 4. Pregnancy-Maternity Leave**

Whenever a female employee shall become pregnant, she shall furnish the Police Commissioner with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so provided that the Commissioner does not find her work performance is impaired. Maternity leave without pay shall be granted commencing with cessation of actual work under the preceding sentence, for a period not to exceed one (1) year after date of delivery.

### **ARTICLE XVI**

#### **MISCELLANEOUS**

##### **Section 1.**

Space will be provided in units, districts, divisions, and bureaus at places of assembly of the employees for Association bulletin boards of reasonable size, to be supplied by the Association, for the posting of announcements relating to Association business.

##### **Section 2.**

Copies of general orders, special orders, and personnel orders shall be supplied to the Association upon request and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at time of issuance.

##### **Section 3.**

Should any provision of this Agreement or any supplement thereto to be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

##### **Section 4.**

Except as improved herein, all benefits specified in the published rules and regulations, general and special orders in force on the effective date of this Agreement shall be continued in force for the duration of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. "Benefits" hereunder shall be deemed to include by way of example and not by way of limitation, sick leave, vacation leave, and paid injured leave.

## **Section 5.**

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Police Commissioner. In the event any statute(s) relating to members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

## **Section 6. Safety and Health**

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe and unhealthy working conditions shall be brought immediately to the attention of an employee's superior officer and shall be a subject of grievance hereunder.

The City and the Association shall establish a joint safety committee consisting of not more than five (5) representatives of each party for the purpose of promoting sound safety practices and rules.

## **Section 7.<sup>33</sup>**

The City's contribution to all group hospitalization insurance premiums shall be as follows:

- a. 75% of the total monthly premiums for the policy selected by the employer, including Master Medical or equivalent coverage and benefits;
- b. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Should the City develop an RFP for an indemnity plan other than BC/BS Master Medical, it shall meet with the Union in advance of the advertisement of said RFP. The meetings shall be for the purpose of soliciting comments and suggestions from the Union prior to finalizing the RFP. The Union shall be furnished a copy of the finalized RFP.

The parties agree to meet and negotiate over the impact, if any, of national health care reform should legislation pass during the life of this Agreement.

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<sup>33</sup> A prior version of Section 7 was deleted and replaced by the current language pursuant to the 1993 Anderson Award.

**Section 7a. Accidental Death Insurance.**

Pursuant to the provision of General Laws Chapter 32B, Section 11D, the City shall pay 99 percent of the premium cost for service-connected group accidental death insurance of twice the maximum amount to which each eligible employee would be entitled if insured for the maximum amount of group accidental death and dismemberment insurance provided under General Laws Chapter 32B, Section 11A.

Such insurance coverage shall be provided as soon as insurance can be obtained from a carrier in accordance with public contract bidding laws and the terms of said insurance have been approved by the Massachusetts Group Insurance Commission as required by General Laws Chapter 32B, Section 11D.

It is understood that the City may decide to be a self-insurer, in which case coverage shall be effective as of July 1, 1972. In the absence of an effective insurance policy, the City shall be deemed a self-insurer hereunder. If not already accepted, the City agrees to submit Chapter 383 of the Acts of 1967 to the City Council for acceptance.

**Section 8.**

In requesting funding for this Agreement, the Mayor shall request funds for the creation of the position of Police Department Chaplain, with the appointment of said position to be made by the Police Commissioner.

**Section 9. Access to Personnel Files**

(a) No material originating from the City derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

(b) The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

(c) No material which contains an allegation of misconduct against an employee shall be included in his/her personnel file until the charges have been verified by affidavit and a hearing held. If a determination is made that the allegation is without substance, then the allegation shall not be included in the employee's personnel file.

(d) Any employee shall have the right, on request at reasonable times, and on his own time, to examine all material in his personnel file which is neither confidential or privileged under law, in the presence of an official in the Personnel Office. A copy of any such material shall be furnished the employee at his request.

#### **Section 10.**

The parties agree that matters agreed upon by negotiations upon expiration of the current contract shall be made effective retroactively as the said expiration date.

#### **Section 11. Personal Leave Benefit<sup>34</sup>**

In each fiscal year, each employee shall be credited with and shall be entitled to four (4) personal leave tours.

At the option of each employee, all or any part of any employee's personal leave entitlement can be taken in the year of entitlement, can be redeemed for cash payment, or can be placed in a bank of accumulated, unused personal leave.

1. If an employee elects to redeem for cash all or any part of the annual personal leave entitlement, the employee must notify the City on each occasion of such election during the fiscal year involved; provided that the final election notice must be given by the employee no later than June 1st of each fiscal year.

The City will compensate the employees within thirty (30) calendar days of each such notice of redemption, on the basis of one-fourth (1/4th) of the employee's regular weekly compensation for each redeemed personal leave tour.

2. If an employee elects neither to take nor redeem all or any part of the employee's annual personal leave entitlement, during the accrual year, all such portion of unused or unredeemed leave shall be accumulated for the employee's death or retirement, the employee, or, in the event of the employee's death, then the beneficiary of the employee as designated on the form provided for the State Boston Retirement System, shall receive a lump sum cash payment equal to one-fourth (1/4th) the employee's regular weekly compensation at the time of such death or retirement for each accumulated personal leave tour to a

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<sup>34</sup> The instant Section was inserted by the 1987-1990 MOA and replaced an earlier Section 11 and Section 11A.

maximum of twenty-four (24) such tours. Such payment will be made no later than thirty (30) calendar days following the date of death or retirement. Employees who retire with more than twenty-four (24) accumulated personal leave tours will be allowed to use all such tours in excess of the twenty-four (24) tours to be compensated as leave in the year of and prior to the employee's retirement.

3. The employee must provide the Police Department with notice of an intention to take a personal leave tour no later than noontime on the calendar day immediately prior to the personal leave tour involved.

#### **Section 12. Physician's Certificate**

Notwithstanding any departmental rule or regulation or practice to the contrary, if a physician's certificate is required by the Commissioner as evidence of an employee's absence from work done due to illness, for five (5) consecutive days or more than ten (10) days in a calendar year, the Department must afford such employee an opportunity to obtain such certificate from a physician in the Department or a physician at Boston City Hospital. The Department will assume the full cost charged by such physician(s) or by Boston City Hospital in connection with the certificate. At any time after the first year of this Agreement upon a written request by the Association, the parties agree to meet for the purpose of reviewing the experience under this provision and negotiating such changes, if any, that are deemed appropriate in the manner and time that the certificate is to be obtained. If an employee so chooses, he may obtain a certificate from a physician other than a physician described above, in which case he will assume the cost thereof.

#### **Section 13. Reimbursement of Legal Fees**

**Criminal Actions.** In the event that any employee is charged with committing a criminal offense in the course of this work performance and is subsequently found not guilty of such accusations in a court of law or if such accusations against him are dismissed by a court of law or by an authorized clerk of such court, the City will reimburse such employee for reasonable attorneys' fees and related court costs including but not necessarily limited to stenographic fees and witness fees incurred by him in defending himself against those charges. Such payment will be made after review by the Corporation Counsel of the City of Boston. Prevailing rates (as determined by the Massachusetts Bar Association) shall apply.

**Civil Actions.** The City will represent and indemnify bargaining unit members to the extent permitted by M.G.L. c. 258 Section 9.

#### **Section 14. Hospital Liaison Notification**

The hospital liaison officers will notify the BPPA Grievance Committee Chairman in writing when a bargaining unit employee is absent from duty due to injuries or illness requiring admission to a hospital. The BPPA Grievance Committee member shall be granted leave of absence with pay and with no loss of benefits for time required to discuss and process grievances on an incident which could lead to grievances with the sick or injured employee or others involved.

#### **Section 15. Vacation Starting Time**

Effective July 1, 1979, vacations for employees under this Agreement will start at 8:00 A.M. on Saturday and shall run to 8:00 A.M. on the following Saturday or a subsequent Saturday, depending upon the length of vacation.<sup>35</sup>

#### **Section 16. Binding Interest Arbitration<sup>36</sup>**

On or after March 1, 1982, and upon notice given by the Association or the City, the parties shall bargain collectively as to the issues set forth in their bargaining notice. If, after thirty (30) calendar days or longer if the parties agree to an extension, no agreement has been reached as to the disposition of such issues, then, upon notice by the City or the Association, such issues shall be submitted to final and binding interest arbitration. The City and the Association expressly agree to undertake such arbitration for the resolution of all such issues raised under the scope of arbitration as set forth in St. 1973 c. 1078 § 4 and to be bound by the result of such arbitration. The "last, best offer" provisions and procedures of the former St. 1973 c 1078 § 4 are incorporated herein and to the extent available, shall be pursued in the conduct of such arbitration, provided, however, that in the event such pursuit is deemed unlawful, then to accomplish the basic understanding of this Paragraph in terms of resolving all unresolved issues raised by the City or the Association under St. 1973 c. 1078 § 4 through final and binding interest arbitration, the City and the Association agree to follow the interest arbitration procedure as set forth in M.G.L. c. 150E, § 9.

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<sup>35</sup> The 1996-2002 MOA replaced prior references to "Monday" with the instant "Saturday" language.

<sup>36</sup> The 1981-1982 MOA inserted Section 16.

**Section 17. Legislative Agent<sup>37</sup>**

One (1) Association member designated by the President and Vice President of the Association, as "Legislative Agent" shall be given time off without loss of compensation or benefits whenever the Great and General Court is in session.

**Section 18.<sup>38</sup>**

Members of the bargaining unit employed by the Boston Police Department subsequent to execution of this Agreement<sup>39</sup> shall abide by and be subject to the physical standards established by the Department of Personnel Administration in document 80-4, known as "Physical Standards for Public Safety Officers," as it may be amended.

**Section 19. Vacations<sup>40</sup>**

Effective on and after January 1, 1988, any employee who prior to January 1<sup>st</sup>, 1988, has commenced his or her twentieth (20th) year of service, shall receive one week of vacation in addition to the vacation leave to which such employee is already entitled under this agreement.

Vacation leave shall not be accumulated beyond the end of a calendar year except that in the event where sickness or duty related injury prevents an employee from taking his or her vacation leave in any particular year, such vacation leave may be taken in the next succeeding year, but in no event thereafter. If the employment of any employee entitled to a vacation under this agreement is terminated by dismissal through no fault or delinquency of his part or by resignation, retirement or death without his having been granted such vacation, he or in the case of his death, his estate, shall be paid as provided by law an amount in lieu of such vacation provided that no monetary or other allowance has already been made therefor.

If the employment of any employee entitled to vacation leave under this agreement is terminated by retirement or death without the employee having been granted such vacation, he, or in the event of is death, his estate, or his widow or next of kin, shall be paid as provided by Section 111 of Chapter 41 of the

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<sup>37</sup> Section 17 was inserted by the 1981-1982 MOA and amended by the 1982-1984 MOA and the 1984-1987 MOA.

<sup>38</sup> This section was inserted by the 1984-1987 MOA. It appears that it was labeled "Section 19" in error.

<sup>39</sup> The 1984-1987 MOA provides, "Upon execution by the parties and ratification by the bargaining unit represented by the Association, the provisions of this Memorandum of Agreement are effective July 1, 1984, unless specifically stated otherwise.

General Laws, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefor. Employees entitled to five weeks of vacation under the agreement may elect to redeem two weeks in cash in lieu of utilizing said week as vacation. Employees entitled to less than five weeks of vacation under the agreement may elect to redeem one week in cash in lieu of utilizing such week as vacation. Redemption and payment will be made in accordance with the "Personal Leave Benefit" clause of this Agreement.

**Section 20.**<sup>41</sup>

The Department and the Union agree to commence, through the Joint Health and Safety Committee, a project which will lead to the formulation of a contractual provision relative to police officers who contract infectious diseases. The Joint Health and Safety Committee will accomplish this project no later than six months from the date of ratification of this agreement and parties hereto mutually agree to bargain collectively with respect to the finding and recommendations of the Joint health and Safety Committee.

**Section 21. Bullet Proof Vests**<sup>42</sup>

The Department shall provide to all officers a bullet proof vest at no expense to the officer and all officers employed by the Department shall be required to wear such vest during the performance of any planned and/or situational event(s) where a reasonable possibility of armed confrontation exists and/or where under similar circumstances the officer's bureau chief reasonably deems it necessary. The failure of an officer to wear a bullet proof vest shall not be applicable to the issue of an officer's "injured on" status. This provision is not intended to replace or diminish existing Department rules which mandate the wearing of a vest nor is it intended to impose a general requirement of wearing a vest.

The Association and the Department both agree to take affirmative steps, including the education of members, regarding the merits of wearing a vest while on duty.

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<sup>40</sup> Section 19 was inserted by the 1984-1987 MOA and was amended by the 1987-1990 MOA and the 1996-2002 MOA. This section appears to have been erroneously identified as "Section 20" in both the 1984-1987 MOA and the 1987-1990 MOA.

<sup>41</sup> Section 20 was inserted pursuant to the 1987-1990 MOA.

<sup>42</sup> Section 21 was originally inserted by the 1987-1990 MOA. The 1996-2002 MOA deleted the prior language and replaced it with the instant section.



## **Section 22. Career Evaluation, Development and Tracking System<sup>43</sup>**

In order to achieve jointly agreed upon goals of making the City a safer place for its citizens and visitors, improving the productivity and morale of officers, and improving communications between the officers, their supervisors, and the Department, the parties agree that the Department may institute the Developmental Roundtable Review System and the Association shall cooperate in such implementation. The parties further agree that should issues or concerns relative to the overall System arise subsequent to the implementation of the System, either party may request to meet for the purpose of discussing said concerns.

As part of the System, the Department agrees to train its supervisory personnel in the issuance of evaluations. Evaluations shall take place on an annual basis. Officers shall be evaluated by their immediate supervisor which may include the officer's duty supervisor. A copy of completed evaluations shall be placed in the members' personnel file and provided to evaluated members. The Department may take evaluations into account in assignments and training. The Department shall neither discipline a member as the result of a subpar evaluation nor take such evaluations into account in promotions.

The Department further agrees to establish an internal appeal panel (Panel). Where a member feels aggrieved by an evaluation, the individual member or the Association may file an appeal with the Panel within fifteen (15) calendar days of the member receiving the evaluation or such appeal rights are deemed waived. The Panel shall conduct a hearing to determine whether the evaluation was fair, reasonable, and/or appropriate. The decision of the Panel and individual evaluation is not subject to the grievance and arbitration procedures.

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<sup>43</sup> This section was inserted by the 1993 language arising from the Anderson Award. The 1996-2002 MOA deleted the prior section and renamed and inserted the instant language. The 1993 section was apparently

### **Section 23. Substance Abuse <sup>44</sup>**

The parties agree that the Substance Abuse Policy which is contained in the Boston Police Department's Rules and Regulations is incorporated herein.

To be effective January 1, 1999, modify Rule 111, Substance Abuse Policy by inserting additional section "G" into "Section V. Testing" to read as follows:

- G. Annual Drug Testing. In a joint desire to achieve and maintain a work force that is 100% drug free and in further recognition that the Department has not yet achieved such goal, the parties agree that all sworn personnel shall be subject to an annual drug test to be conducted through a fair, reasonable, and objective hair analysis testing system. Each officer shall submit to such annual test on or within thirty (30) calendar days of each officer's birthday. The Department shall schedule each examination and so notify each officer as far in advance as practicable. Hair testing does not contemplate or include testing for alcohol.

The Department agrees that it will establish and adhere to written collection and testing procedures for hair samples. These procedures shall be fair and reasonable so as to ensure the accuracy and integrity of the test and process. These written procedures will be appended to this Rule and become incorporated thereto. The Union, should it so request, shall meet with the Department in order to discuss issues relative to the collection and testing process. Nothing contained herein alters the current policy as it relates to drug/alcohol testing, procedures, or requirements.

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erroneously identified as "Section 21".

<sup>44</sup> This section was inserted by the 1993 language arising out of the Anderson Award. The section was amended by the 1996-2002 MOA. The section has been apparently erroneously identified as "Section 20" in both the 1993 Award and the 1996-2002 MOA.

## **Section 24. Residency<sup>45</sup>**

All members of the bargaining unit shall be residents of the City of Boston and subject to the terms of City of Boston Residency Ordinance (Ord. 1976 c. 9). All bargaining unit members who are on the Department payroll July 1, 1994 shall be exempt for their tenure with the Boston Police Department. The parties further agree that for the purposes of rating as a detective and or promotion to the rank of sergeant on all lists other than the current pending list which is subject to MAAAP, credit shall be given for residency within the City of Boston. Credit shall be defined as two points or the percentage equivalent thereof.

The parties further agree to submit and support a home rule petition intended to amend M.G.L. c. 31 by creating a residency preference for promotional examinations as described above.

A patrolman hired prior to 7/1/94 who resides outside the City, who prior to taking a promotional exam, commits in writing to move into the City within a year, will be entitled to the residential preference on promotion. If granted the promotion, he will become subject to the residency ordinance.

A patrolman hired prior to 7/1/94 who resides in the City, who prior to taking a promotional exam, agrees in writing not to utilized the residential preference, will not be granted the preference and will not forfeit his exemption under the above language.

## **ARTICLE XVII**

### **COMPENSATION**

#### **Section 1.**

The pay schedule for police officers set forth in rule 1 of the Police Department Compensation Plan dated January 6, 1965, as amended (hereinafter called "The 1965 Plan") shall be amended to provide the following salary schedules:

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<sup>45</sup> This section was inserted by the 1993 Anderson Award.

## **SALARY SCHEDULE<sup>46</sup>**

Increase Base wages as follows:<sup>47</sup>

Effective July 1, 2002      4%

Effective July 1, 2003      2.5%

Effective July 1, 2004      2.5%

Effective July 1, 2005      3.5%

Effective January 1, 2006   2%

Effective upon execution all patrol officers who served from July 1, 1990 and June 30, 1993 or any part thereof, shall receive a \$1,500 one time lump sum bonus.

### **Section 2. Hazardous Duty Compensation<sup>48</sup>**

Effective and retroactive to July 1, 1987, in addition to any other regular or premium compensation to which employees are entitled, all members of the bargaining unit shall receive hazardous duty compensation. Such hazardous duty compensation shall be considered as a part of regular weekly compensation for purposes of overtime and holiday pay and for purposes of sick, injured, vacation, and other authorized leave compensation computation and for pension contribution computation. Effective July 1, 1987 the hazardous duty compensation shall be computed as one and twenty-five one-hundredths percent (1.25%) of the base weekly compensation.

Effective July 1, 1988, hazardous duty compensation shall be computed as two and twenty-five one-hundredths percent (2.25%) of the base weekly compensation.

Effective July 1, 1989, hazardous duty compensation shall be computed as three and twenty-five one-hundredths percent (3.25%) of the base weekly compensation.

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<sup>46</sup> Section 1 was amended by the 1981-1982 MOA and by the 1982-1984 MOA. The 1984-1987 MOA deleted and replaced Section 1. The 1987-1990 MOA deleted and replaced Section 1. The 1993 Anderson Award amended the prior Section 1. The Holden Interest Arbitration Award dated July 26, 2004 amended Section 1 by inserting the instant salary schedule.

<sup>47</sup> The salary schedule was inserted by the Holden Interest Arbitration Award dated July 26, 2004.

<sup>48</sup> An earlier version of Section 2 was entitled "Detective Differential." That section was deleted and substantively changed by the 1982-1984 MOA. The instant section now addresses "Hazardous Duty Compensation." Section 2 was subsequently amended by the 1984-1987 MOA and the 1987-1990 MOA.

This section shall be without prejudice to the rights or interests of either party, and in the even the Association prevails, after final judicial review, in Suffolk Superior CA No. 60048, 60440, 63167, grievance # 16-891, or any other grievance pertaining to the issues contained in these matters, the provisions of this section shall terminate.

**Section 2(a).**

The department shall establish and conduct a competitive examination process for the appointment of police officers to the position of police officer-detective. The process shall consist of (1) a written examination (which shall consist of at least 60% of the total examination mark); and (2) training, education and experience. Appointments as a detective shall be made only according to rank by mark after the examination process has been completed and the results thereof published on a list by the Police Commissioner.

Until such time as the Police Commissioner puts into effect the aforementioned process, the existing Article XVII, Section 2(A) shall remain in full force and effect, and will terminate only after the competitive examination process has been completed.<sup>49</sup>

**<sup>50</sup>Section 3. Assignment Differential**

A patrolman, so long, but only so long, as assigned to one of the following assignments, upon completion of six (6) months of such assigned duty, shall receive weekly, in addition to the salary to which he would otherwise be entitled under this Rule, the sum set against such assignment in the following table:

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<sup>49</sup> The previous Section 2(a), appearing in the 1979-1981 Agreement reads, "Upon completion of twelve (12) months of detective-investigative duty, a patrolman will be automatically rated as a detective and shall receive a weekly differential of \$8.00. Upon completion of twelve (12) months of service as a rated detective, such weekly differential shall be \$12.00."

Patrolman - Radio Operation	\$6.00
Patrolman - Intelligence Agent	\$6.00
Patrolman - Internal Affairs Investigator	\$6.00
Patrolman - Staff Inspection Investigator	\$6.00
Patrolman - Mounted Patrol Officer	\$6.00
Patrolman - Canine Officer	\$6.00
Patrolman - Organized Crime Investigator	\$6.00
Patrolman - Academy Instructor	\$6.00
Patrolman - Harbor Patrol Boat Operator	\$8.00
Patrolman - Teletype Operator	\$8.00
Patrolman - Aide to Commissioner	\$8.00
Patrolman - Community Service Officer	\$8.00
Patrolman - Hackney Carriage Investigator	\$8.00
Patrolman - Bomb Disposal Squad	\$40.00 <sup>51</sup>
Patrolman - Emergency Service Unit	\$8.00
Patrolman – In Charge of Police Methods Section	\$10.00
Patrolman – Draftsman	\$10.00
Patrolman - Law Librarian	\$10.00
Patrolman - In Charge of Canine Section	\$10.00
Patrolman - Automobile Investigator	\$10.00
Patrolman - Juvenile Officer	\$10.00
Patrolman - Criminal Laboratory Evidence Technician	\$10.00
Patrolman – Ballistician	\$10.00
Patrolman - Fingerprint Evidence Technician	\$10.00
Patrolman - Hospital Liaison Officer	\$10.00
Patrolman - Photographer Evidence Technician	\$10.00
Patrolman - Police Planner	\$10.00
Patrolman - Headquarters Dispatcher	\$40.00 <sup>52</sup>
Patrolman - Radio Technician	\$13.50
Patrolman - Computer Programmer	\$13.50
Patrolman - Breathalyzer Technician	\$13.50
Patrolman - Liaison Officer, Traffic and Parking Department	\$13.50
Patrolman - In Charge of Correspondence Section	\$19.50
Patrolman - In Charge of Police Listing Section	\$19.50
*Patrolman - In Charge of Ballistics Unit	\$19.50
*Patrolman - In Charge of Police Investigation Section, District Attorney's Office	\$19.50
*Patrolman - In Charge of Police Reports Review Section	\$19.50
Patrolman - Field Training Officer	\$10.00 <sup>53</sup>

### Section 3(a). Field Training Officer.<sup>54</sup>

<sup>50</sup> Section 2(b) was deleted by the 1982-1984 MOA.

<sup>51</sup> The 1996-2002 MOA increased the differential for bomb squad members from \$8.00 to \$40.00 “effective on the first Wednesday following the execution of the agreement.”

<sup>52</sup> The 1987-1990 MOA increased the differential for Headquarters Dispatcher from \$13.50 to \$40.00.

<sup>53</sup> The differential for Field Training Officers was inserted by the 1987-1990 MOA.

Field Training Officers shall be subject to the seniority process of the agreement. Their appointment shall be made in the same manner as any other title listed in this section. However, Field Training Officers must be designated from an existing shift which has already been staffed by seniority. A probationary officer will be assigned to the Field Training Officers on a shift which has been staffed by seniority.

A Field Training Officer shall receive the \$10.00 specialist rate as long as said officer is designated as a Field Training Officer. Compensation will commence with the designation of an officer as a Field Training Officer.

**Section 4. Detective.**

An employee who is rated a detective and who is assigned to one of the assignments listed in the preceding Section shall receive either his detective differential or his assignment pay, whichever is higher, but not both, except that both shall be paid to persons currently performing the assignments specified with an asterisk in Section 3 of this Article provided, however, that a person receiving the assignment pay shall not lose his rating as a detective.

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<sup>54</sup> Inserted by the 1987-1990 MOA.

## **Section 5. Uniform and Clothing Allowance**

The annual uniform and clothing allowance shall be \$650.00.<sup>55</sup>

Effective upon ratification of the Agreement, the City of Boston and the Boston Police Department shall incur the complete initial cost of all new equipment and clothing required by the Boston Police Department. In the event that the Department requires new pants, shirts (long sleeve and short sleeve), each officer shall be provided with three sets of each.

1. An employee shall retain a record of his expenditures and complete clothing inventory form supplied by the City.
2. Employees hired at any time during the calendar year shall be advanced the allowance payable for such calendar year at time of appointment.
3. Uniforms so purchased must conform to Department specifications.
4. Upon termination of an employee due to retirement or death, the allowance payable for that calendar year will be prorated and paid to him or, in case of his death, his estate in the manner provided by law for the payment of vacation pay on death or retirement.

## **Section 6. Night Shift Differential**

An employee who is regularly scheduled to work on a night shift (any shift or tour commencing at or after 4 P.M. and prior to 7:30 A.M.) shall receive, in addition to his regular weekly salary, a weekly night shift differential in the amount equal to nine percent (9%) of his base pay plus weekend differential. Night shift differential shall not be included in base pay for the purpose of computing overtime but shall be so included for the purpose of determining holiday pay, vacation pay, sick and injured leave pay, and pay for in-service training, and shall be considered as regular compensation for retirement and pension purposes to the extent permitted by law.

## **Section 7. Annual Honorarium**

Those patrolmen who have received or who will receive the Department Medal of Honor for performing extraordinary police service shall receive a \$50 annual honorarium each December so long as they remain active members of the Department.



## **Section 8. Weekend Differential<sup>56</sup>**

In addition to any other regular or premium compensation to which police officers are entitled, all members of the bargaining unit shall receive the following weekend differential to be considered as part of regular weekly compensation and shall be included in base pay for the purposes of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension and retirement to the extent permitted by law.

Effective July 1, 1987, the weekend differential is computed as five and thirty-one one-hundredths percent (5.31%) of the base weekly compensation in effect on July 1, 1987.

Effective July 1, 1988, the weekend differential is computed as five and eighty-one one-hundredths percent (5.81%) of the base weekly compensation in effect on July 1, 1988.

Effective July 1, 1989, the weekend differential is computed as six and six one-hundredths percent (6.06%) of the base weekly compensation in effect on July 1, 1989

## **Section 9. 911 Response Specialist<sup>57</sup>**

In addition to any other regular or premium compensation to which police officers are entitled, all members of the bargaining unit shall receive the following 911 Response Specialist Rate to be considered as part of regular weekly compensation and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, paid lunch time, and night differential and shall be considered regular compensation for pension and retirement to the extent permitted by law.

Effective July 1, 1987, the 911 Response Specialist Rate is computed as seventy one-hundredths percent (.70%) of the base weekly compensation in effect on July 1, 1987.

Effective July 1, 1988 the 911 Response Specialist Rate is computed as seventy one-hundredths percent (.70%) of the base weekly compensation in effect on July 1, 1988.

Effective July 1, 1989, the 911 Response Specialist Rate is computed as seventy one-hundredths percent (.70%) of the base weekly compensation in effect on July 1, 1989.

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<sup>55</sup> The 1987-1990 MOA increased the uniform and clothing allowance.

<sup>56</sup> The 1984-1987 MOA and the 1987-1990 MOA amended and replaced and earlier version of this section.

**ARTICLE XVII A**  
**EDUCATION INCENTIVE PLAN/**  
**TRANSITIONAL CAREER AWARDS PROGRAM**

The City, the Police Commissioner, and the Association agree that better to assure orderly economic growth of business and industry in our community and the security of life and property of all our people, it becomes necessary to establish career incentive programs to advance the entry, production and retention within the Police Department of qualified and professionalized police officers.

**Section 1. Education Incentive Plan**

Patrolmen who have earned, or who after July 1, 1974 shall have earned, education points in accordance with the following schedule, shall receive an annual payment according to the following schedule:

Education Points Earned	Annual Payment
60 points for an Associate Degree or toward a Baccalaureate Degree	\$950
120 points for a Baccalaureate Degree	\$1,300
150 points for a Degree of Master or a Degree in Law	\$1,900

Points and degrees must be earned and credited in the manner specified by Chapter 835 of the Acts of 1979. The Police Commissioner shall administer this Section.

Effective July 5, 2000, this section shall no longer be effective and shall be deleted from the agreement and replaced with the following:

1. Contemporaneous with the submission of the cost items of this contract to the Boston City Council pursuant to M.G.L. c. 150E, §7 the mayor shall transmit to the City council an order accepting the provisions of M.G.L. c. 41, §108L (Quinn Bill), and thereafter shall exert said Mayor's best efforts to procure the passage of said order, provided, however, that in no event shall said order take effect prior to July 5, 2000 and in no event earlier.

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<sup>57</sup> Section 9 was inserted by the 1987-1990 MOA.

2. In the event a legal action is brought on behalf of any employee of the Boston Police Department claiming an entitlement to the Quinn Bill benefit on a date earlier than July 5, 2000, economic improvements under this agreement that have not yet been implemented shall be suspended pending the completion of the litigation. If the court upholds the Quinn Bill implementation date provided herein, economic improvements herein shall be implemented as of the stated effective date(s).
3. In the event a court of final jurisdiction orders the City to implement the Quinn Bill on a date earlier than July 5, 2000, then any economic improvements provided under this agreement shall not be implemented and the parties shall immediately commence negotiations in order that the economic benefits provided hereunder shall be relatively equivalent to what is agreed to hereunder.
4. In the event that the Quinn Bill is not adopted as provided for in paragraph 1 above, the parties shall immediately commence negotiations in order that the economic benefits provided hereunder shall be relatively equivalent to what is agreed to hereunder and consistent with the City's (50%) contribution to Quinn Bill benefits.
5. Payments made pursuant to M.G.L. c. 41, §108L shall be included in base pay for purposes of pension/retirement and overtime pay only as required by federal law, but not for the purposes of overtime pay paid under provisions of the parties' collective bargaining agreement, holiday pay, detail pay, leave pay, hazard pay, night differential pay or any other pay.
6. In the event the M.G.L. c. 41, §108L is repealed by the General Court and such repeal causes the cessation of reimbursement to the City by the Commonwealth of the Commonwealth's share of the cost of educational incentives paid pursuant to M.G.L. c. 41, §108L, then eligible employees shall receive only fifty percent (50%) of the appropriate educational incentive provided by M.G.L. c. 41, §108L.

7. If for any fiscal year the reimbursement from the Commonwealth does not fully meet its fifty percent (50%) share of educational incentive paid pursuant to M.G.L. c. 41, §108L, then eligible employees shall subsequently be paid educational incentives equal to 5.0%, 10.0%, or 12.5% based on the degree held and certified, plus the percentage of the remaining 5.0%, 10.0%, or 12.5% that equals the percent of the Commonwealth's share that was actually reimbursed by the Commonwealth for the prior fiscal year.
8. Quinn Bill payments shall be made on an annual basis on a date certain. The date certain shall be in late November or early December of each year.

## **Section 2. Transitional Career Awards Program**

A transitional career awards program is hereby established as follows:

Patrolmen with the following requisite years of service shall receive an annual payment in accordance with the following schedule:

Commencing with the 5th year	\$350
Commencing with the 10th year	\$700
Commencing with the 15th year	\$900
Commencing with the 20th year	\$1,000
Commencing with the 25th year	\$1,200

Patrolmen who attain the required years of service set forth above during the life of this Agreement shall be entitled to such higher pay under the schedule set forth above in Section 2.

Effective July 5, 2000, this section shall no longer be effective and shall be deleted from the agreement and replaced with the following:

“Officers that are both on the Department payroll and who have twenty (20) or more years of service as of July 1, 1998 shall receive \$4,000<sup>58</sup> annually, where such officers are otherwise not eligible for Quinn Bill benefits. Payments under this longevity program shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay and shall be considered regular compensation for pension/retirement purposes to the extent permitted by law.”

**Section 3.**

All payments under the Plan or the Program are annual payments, but they shall be prorated based on the number of weeks a patrolman is on the payroll in a particular year.

**Section 4.**

Payments under the Program shall be made weekly, shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay, and shall be considered regular compensation for pension and retirement purposes to the extent permitted by law.

Payments under the Plan shall be made weekly and shall be included in base pay for the purpose of computing overtime, court time, sick pay, injured pay, holiday pay, vacation pay, lunch pay, and shall be considered regular compensation for pension and retirement purposes to the same extent that payments under Chapter 835 of the Acts of 1970 could be so included under the law.

Effective July 5, 2000, delete this section.<sup>59</sup>

**Section 5.**

Those patrolmen who qualify for payment under both the Plan and the Program shall receive the higher payment to which they are entitled, but not both.

**Section 5A.**

In the event that Chapter 835 of the Acts of 1970 shall be accepted by the City of Boston, said Chapter 835, so accepted, shall supersede Section 1 of this Article (Education Incentive Plan).

Effective July 5, 2000, delete this section.<sup>60</sup>

Renumber sections in this Article to be consistent with the changes herein.

**Section 6.**

Patrolmen shall retain their rights under the Plan or the Program so long as, but only so long as, they retain the rank of patrolman.

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<sup>58</sup> Payment increased from \$3,500 annually to \$4,000 annually (\$500 increase) by Holden Interest Arbitration Award dated July 22, 2004. Effective date of increase is July 1, 2002.

<sup>59</sup> Inserted by the 1996-2002 MOA.

<sup>60</sup> Inserted by the 1996-2002 MOA.

**Section 7.**

The Police Commissioner and the Association's Board of Officers (President, Vice-President, Secretary, and Treasurer) shall select a committee of outstanding citizens to work with them in the further development of police career incentive programs.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

**Section 1.**

This Agreement shall be effective as of and, unless otherwise expressly stated, fully retroactive to July 1, 2002, and shall continue in full force and effect until June 30, 2006 or until superseded by a new collective bargaining agreement.<sup>61</sup>

**Section 2.**

Either party shall notify the other of its proposals for an Agreement to become effective on July 1, 2006, and the parties shall proceed forthwith to negotiate with respect thereto. Notification by the city shall be accomplished by delivering three copies of its proposals to the President of the Association. Notification by the Association shall be accomplished by delivery of three copies of its proposals to the City of Boston Office of Labor Relations.

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<sup>61</sup> Duration modified by Holden Interest Arbitration Award dated July 22, 2004.